



Collective Bargaining Agreement

Between

Hoboken University Medical Center

and the

Committee of Interns and Residents/SEIU

July 1, 2023 - June 30, 2026

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 17,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at Hoboken University Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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AGREEMENT

BETWEEN

HOBOKEN UNIVERSITY MEDICAL CENTER

and

COMMITTEE OF INTERNS AND RESIDENTS/SEIU

July 1, 2023 through June 30, 2026

PREAMBLE

This Agreement is made on oct October 4, 2023 by and between Hoboken University Medical Center ("HUMC" or "Employer") and the Committee of Interns and Residents/SEID ("CIR" or "Union").

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

- A. Hoboken University Medical Center recognizes the CIR as the exclusive collective bargaining representative for the bargaining unit described below in Section B.
- B. The bargaining unit includes all full and regular part-time physicians titled intern, resident and fellow in the Family Medicine residency training program who are designated herein as Housestaff Officers employed by HUMC. All other employees are excluded from the bargaining unit.
- C. The terms "employee(s)" and "Housestaff Officer(s)" used interchangeably in this Agreement shall mean only those persons in the unit described above in Section B.

ARTICLE II. CIR DUES AND SECURITY

- A. A. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of CIR/SEIU in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, or the execution thereof, whichever may be later, become and remain members in good standing of CIR/SEIU, it being understood that membership in good standing on the part of a House Staff Officer shall mean the payment of periodic dues uniformly required as a condition of membership, or the payment of an agency fee to the Union to cover the House Staff Officer's fair share of expenditures made by the Union for matters that are germane to collective bargaining. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of CIR/SEIU. "Good standing," again, shall mean the payment of periodic dues or the payment of an agency fee to CIR/SEIU.
- B. No discrimination or reprisal shall be visited against any such Housestaff Officer by either party based on membership or non-membership in CIR.
- C. CIR shall have the exclusive right to the check off and transmittal of dues and agency fees on behalf of each employee in the unit, said dues and agency fees to be checked off bi-weekly from the paycheck of each Housestaff Officer who authorizes such check off in writing, in such amounts as CIR shall establish. The Employer agrees to forward said dues and agency fees to CIR within fifteen (15) days of the end of each month. The transmission of dues and agency fees to CIR shall be handled electronically.

D. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and CIR hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Housestaff Officer arising from deductions made by the Employer hereunder. Once the funds are remitted to CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of CIR.

E. Information

The Employer agrees to make available to the Union such bargaining unit payroll and other bargaining unit records as the Union may reasonably require as the collective bargaining agent for such bargaining unit employees.

1. As soon as practical following July 1st of each year, but not later than July 20th, the Employer shall forward to the Executive Director of CIR an alphabetical list of Housestaff Officers in the bargaining unit compiled from the Employer's records, which list shall include names, post graduate year, salary, specialties, and home or mailing addresses. The list shall also indicate which bargaining unit members have been designated as chief residents.
2. As soon as practical following July 1st of each year, but not later than July 20th, the Employer shall forward to the Executive Director of CIR an alphabetical list of Housestaff Officers who have terminated from the residency program as of June 30th.
3. Changes in the bargaining unit, new hires or terminations, which occur after July 1st shall be sent to CIR by the 15th of each month after the month they become effective. The Employer shall provide names, post graduate year, salary, specialties and home mailing addresses.

ARTICLE III. POLICY AGREEMENTS

A. Non-Discrimination

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status, sexual orientation, political affiliation, or participation in or association with the activities of any employee organization which is permissible under law and does not interfere with an employee's obligation.

B. Strikes and Lockouts

1. During the term of this Agreement, the CIR agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.
2. No lockout of employees shall be instituted or supported by the Employer during the term of this Agreement.

C. Administration of Agreement

1. A committee consisting of HUMC and Union representatives may meet for the purpose of reviewing the administration of this Contract and to discuss problems which may arise.
2. Said committee meetings shall be scheduled on a quarterly basis. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiations meetings, but are intended as a means of fostering good employer-employee relations through communications between the parties.
3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.
4. A maximum of three (3) employee representatives of the Union may attend such quarterly meetings.

ARTICLE IV. MANAGEMENT RIGHTS

HUMC retains and may exercise all rights, powers, duties, authority and responsibilities permitted by the laws and Constitution of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all of the rights, powers, duties, authorities, prerogatives of management including the right to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by HUMC, whether exercised or not, and are to remain exclusively with Hoboken University Medical Center.

ARTICLE V. TITLES

- A. The titles of Housestaff Officers shall be as follows:

TITLES

- Post Graduate Year 1
- Post Graduate Year 2
- Post Graduate Year 3
- Post Graduate Year 4
- Post Graduate Year 5
- Post Graduate Year 6
- Post Graduate Year 7

- B. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter PGY), which shall be determined as follows:

1. A Housestaff Officer who has not completed at least one year training in an ACGME- AOA approved training program shall be placed at the PGY-1 level.

2. A Housestaff Officer who has satisfactorily completed one or more years of service in an ACGME-AOA approved training program in the same specialty in which he/she is currently enrolled shall be placed at the PGY level which equals the number of such years of service plus one:(e.g., a Housestaff Officer who has completed two years of service in such training program shall be placed at PGY-3).

C. A Housestaff Officer required to spend a prerequisite period of service in an ACGME-AOA approved training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service.

D. When some or all of the prior service of a Housestaff Officer has been in a non ACGME- AOA approved training program, he/she shall at a minimum be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-AOA approved training program in the same specialty as he/she is enrolled at HUMC, and/or in an ACGME-AOA approved training program prerequisite to the specialty in which he/she is enrolled at HUMC.

E. In the event that a Housestaff Officer changes his/her specialty, he/she may receive a maximum credit of up to two (2) years for prior service in such other ACGME-AOA approved training program at the discretion of the program director.

F. Credit for non ACGME-AOA approved training programs shall be granted at the discretion of the program director.

G. In determining additional credits under this SHesection (2.a c), the Program Director shall seek guidance from the appropriate division chief, if applicable, and specialty board and shall thereafter recommend to the appropriate GME Director, whose decision shall be final and binding (i.e., not subject to the grievance procedure).

ARTICLE VI. COMPENSATION PLAN AND PROGRAM

A. Effective the first full pay period after July 1, 2023, the base salaries for Housestaff shall be increased by 3.5% as follows:

PGY 1	\$65,700.19
PGY 2	\$70,152.36
PGY 3	\$74,446.76
PGY 4	\$78,794.19
PGY 5	\$80,886.44
PGY 6	\$82,964.46
PGY 7	\$84,161.36

B. Effective the first full pay period after July 1, 2024, the base salaries for Housestaff shall be increased by 4% as follows:

PGY 1	\$68,328.19
PGY 2	\$72,958.46
PGY 3	\$77,424.63
PGY 4	\$81,945.96
PGY 5	\$84,121.90
PGY 6	\$86,283.04
PGY 7	\$87,527.81

C. Effective the first full pay period after July 1, 2025, the base salaries for Housestaff shall be increased by 4% as follows:

PGY 1	\$71,061.32
PGY 2	\$75,876.79
PGY 3	\$80,521.62
PGY 4	\$85,223.79
PGY 5	\$87,486.77
PGY 6	\$89,734.36
PGY 7	\$91,028.92

D. In addition to the wage increases set forth in sections A, B and C of this Article, each House Staff Office shall receive annual stipends as follows:

- The amounts of the stipends shall be 1.5% in the first year of the Agreement, 1% in the second year of the Agreement and 1% in the third year of the Agreement.
- The percentages shall be applied to the base salaries in effect during the prior contract year.
- Stipends are one-time bonuses and shall be paid in 26 equal installments, i.e., one in each pay period of the contract year. All legally required deductions shall be made from stipend payments.
- Stipends shall not be added to base salaries.

E-. Chief Resident Supplement: The annual supplement will be three thousand six hundred dollars (\$3,600). The supplement will be prorated as necessary for his/her service as Administrative Chief Resident.

F-. Effective July 1, 2023 and for the term of this Agreement, an Annual Book and Equipment Allowance of one thousand dollars (\$1,000) will be paid to all bargaining unit members in each academic year of the program.

1. Educational expenses include medical textbooks, subscriptions to online medical databases (such as Up to Date), educational software, medical society membership fees, or towards USMLE Step III or COMLEX.
2. All Housestaff Officers are required to submit medical equipment cost reimbursement requests to the Program Director for approval. The medical equipment in question must be relevant to the work and/or training of the Housestaff Officer requesting reimbursement. Requests shall not be unreasonably denied. The following procedure shall apply:
 - a. Housestaff Officers desiring to utilize the Allowance will submit for approval proposed expenditures for qualifying books or equipment, e.g., tablet computers or digital stethoscopes, between July 1 and September 30. Within one (1) week of submission, the Hospital will notify the Housestaff Officer whether the proposed expenditures have been approved.
 - b. Upon approval, Housestaff Officers may purchase the approved items and submit receipts for reimbursement.
 - c. The Hospital will reimburse Housestaff Officers within sixty (60) days of submission of receipts for reimbursement.

B. All incoming Housestaff (new to HUMC payroll) will be paid a one-time sum for attending the University's orientation program including the CIR presentation.

This allowance will be paid in July in the following amount, after the Housestaff Officer has completed all necessary university entrance requirements: six hundred dollars (\$600).

ARTICLE VII. LEAVE TIME

A. Vacations

1. All Housestaff Officers shall be entitled to four (4) weeks of paid vacation. Whenever a holiday falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra vacation day.
2. Individual Housestaff Officers shall, on or before February 1 of each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor individual requests and to grant Housestaff Officers at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) consecutive weeks. Whereas opportunity exists to grant more than two (2) weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit. The February 1 deadline does not apply to incoming interns.
3. Should any Housestaff Officer fail to submit his/her vacation leave request on or before February 1, the Program Director shall, after scheduling the vacation leaves of the other

Housestaff Officers have the right to schedule vacation leave for those failing to meet the February 1 submission date. Once the vacation schedule is established, it will normally be honored except where an emergency mandates rescheduling.

4. One week of scheduled vacation is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work. If less than a week's vacation leave is requested, each day requested shall be one-fifth (1/5) of a vacation week.

5. The parties acknowledge that Housestaff Officers are credited with vacation leave time in anticipation of continued employment for the full year. In the event a Housestaff Officer leaves pay status during the course of the year, his/her vacation leave accrual shall be adjusted on a pro-rata basis in order to determine the proper amount of leave time to which the Housestaff Officer is entitled. In the event the Housestaff Officer has a negative leave balance, such Housestaff Officer shall reimburse the Employer for the value of the deficit.

6. HUMC will make a reasonable effort not to assign Housestaff Officers on-call duty (including beeper calls) or to make rounds on the weekend immediately preceding or following their scheduled vacation.

B. Sick Leave

All HSOs will be credited with seven (7) sick leave days at the beginning of each academic year. They can accumulate up to thirty-six (36) sick leave days.

1. The first five (5) days of sick leave each year shall be used for any and all purposes outlined in the New Jersey Earned Sick Leave Law (NJESLL). The remaining two (2) days of sick leave each year shall be used when a HSO is unable to work due to illness or personal injury.

2. The HSO must notify his/her Rotation Supervisor and GME Program Administrator of his/her inability to work. For the first five (5) days of sick leave each year, A doctor's note shall not be required for absences of fewer than three (3) consecutive days in accordance with the NJESLL. However, this limitation shall not apply to the remaining two (2) days of sick leave each year.

3. Approval for use of this time shall not be unreasonably denied by the Program Director.

4. The Family Medicine department is responsible for maintaining a record of usage of sick leave for each year.

5. First year residents or residents in their initial year of appointment shall be eligible to utilize sick leave as of day 1 of employment.

6. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the Director of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

C. Medical and Parental Leave

1. Each HSO is eligible for family and medical leave in accordance with federal and state law. A resident must use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the HSO chooses to be in "leave without pay" status and apply for disability, the HSO also shall be required to use any remaining portion of his/her vacation days. Once paid leave days have expired, the HSO would be in "leave without pay" status and eligible to apply for temporary disability.
2. At all times, the Hospital will comply with ACGME requirements and standards that affect the terms and conditions of employment of House Staff Officers covered by this agreement including but not limited to the following language:

Sponsoring Institutions must provide residents/fellows with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident/fellow is required to report. Sponsoring Institutions must provide residents/fellows with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

3. Appropriate medical and/or other documentation of leave must be provided to the Program Director. Upon submission of appropriate medical documentation, eligible leave shall be approved.
4. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation or other applicable standards. Such additional work time, if needed, after the end of the academic year shall be paid up to four months. Such additional time, if needed, shall be communicated by the Program Director to individual HSOs in writing and shall include the amount of time needed and the specific requirements to be met. The program will make reasonable efforts to ensure necessary additional time is made up without extending residency training as well as, when applicable, utilize the right to allow additional leave time in excess of standard board requirements as long as the trainee has achieved competence.

B. Bereavement Leave

If there is a death in the immediate family, a Housestaff Officer may utilize sick leave for up to three (3) days of bereavement leave. Immediate family shall be defined as mother, father, sister, brother, spouse, child, or unmarried domestic partner. For unmarried domestic partners to be included, prior notice of the relationship must have been provided to the Office of Labor Relations. HUMC may require reasonable evidence of the relationship, such as proof of cohabitation.

Additional leave may be granted as may be necessary without pay at the sole and exclusive discretion of the Employer.

C. Leave for USMLE or National Boards

Housestaff Officers will be permitted to take up to three (3) days paid leave for the purpose of taking the USMLE or other licensing examination. This shall not be charged against vacation time and such paid leave shall be granted one time only.

D. Professional Advancement Days

Housestaff Officers will be permitted to take up to four (4) professional advancement days with pay per academic year. These days will be scheduled by agreement between the HSOs and the Employer. Professional Advancement days can be used for fellowship interviews, conferences, or any other purpose that contributes to professional development.

E. Personal Days

Housestaff officers will be permitted to take up to two (2) personal days with pay per academic year. These days will be scheduled by agreement between the HSOs and the Employer.

F. Holidays

1. All Housestaff Officers, wherever assigned, shall be entitled to the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas

HUMC shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted all holidays on the day they occur.

2. Housestaff Officers who work (including beeper calls) on a scheduled holiday shall be granted an alternate day off. When a Housestaff Officer is scheduled to work a holiday it is the Housestaff Officer's responsibility to take an alternate day off by the following June 30.

Scheduling of alternate days off shall be with the approval of the Program Director or designee, as appropriate. If despite reasonable efforts to schedule an alternate day off, approval is not granted, the HSO will be paid for the holiday in lieu of time off at the rate of one tenth (1/10) of the HSO's regular bi-weekly pay.

3. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.

4. A standard form and procedure shall be devised and implemented for a HSO to obtain a compensation day or an additional day of pay for holidays and float holidays in cases where an alternative day off is not granted.

When chief residents distribute schedules to Housestaff Officers during months that contain holidays, the Compensation Day/ Reimbursement Form shall be attached.

ARTICLE VIII. INDIVIDUAL CONTRACTS

- A. Any written individual contract between HUMC and an individual Housestaff Officer, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. HUMC shall give the CIR thirty (30) days' notice of any changes to its individual contract form.
- B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract which shall set forth HUMC's commitments to each Officer in the following areas: (a) maintenance of electives; and (b) rotational schedules.
- C. HUMC will make a good faith effort to maintain such electives and rotational schedules in keeping with nationally established guidelines of the program and the needs and goals of HUMC. In the event that circumstances necessitate changes in electives or rotational schedules, HUMC will notify the involved individuals in advance (which shall be at least two weeks, except in case of emergency) and discuss available alternatives.
- D. The place of medical education shall not be the sole criterion used to determine rotational assignments or non-renewal. Failure to pass the first Licensing Examination shall not be the sole criterion for dismissal of a Housestaff Officer during the term of an individual contract.
- E. Housestaff Officers who have July 1st appointments will be notified, in writing, by December 15th of the first year of service and not later than November 15th of the second year of service and thereafter, if their services are not to be renewed for the next year of a given residency training program. In the event that a Housestaff Officer commences work on a date other than July 1st, the last date for notice of non-renewal shall be five and a half (5 1/2) months or four and one half (4 1/2) months, respectively, following the date on which such work commences. Where practicable, earlier written notice of non-renewal will be given to such Housestaff Officers.
- F. Housestaff Officers have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the Housestaff Officer, it is expected that he/she shall continue to serve the term of his/her appointment.
- G. Whenever it becomes apparent that a Housestaff Officer is not achieving satisfactory standards of performance, the deficiencies should be brought to his/her attention in writing without undue delay in order to assist in the development of corrective measures.
- H. HUMC will make a good faith effort to continue the ACGME-AOA specialty training programs to which a Housestaff Officer is assigned. Within twenty (20) days of receipt of notice of non-accreditation or probation, HUMC shall make a good faith effort to notify all affected Housestaff Officers of the decision/notice. Such notice shall be mailed or hand delivered to the affected Housestaff Officers. Claims by Housestaff Officers that they were not notified shall not be subject to grievance/arbitration proceedings.

ARTICLE IX. EMPLOYEES' SECURITY

A. The Hospital will notify each House Staff Officer affected and CIR/SEIU:

1. As soon as reasonably possible of a decision to discontinue any training program for any reason;
2. As soon as reasonably possible upon receipt from the ACGME, ADA, AOA or APMA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
3. As soon as reasonably possible of a decision of a merger, closure, or a significant change in the number of beds which has a substantial impact on any training program.

B. In the event of a termination, transfer, or reduction in size of a residency program, the Hospital will make a good faith effort to place affected House Staff Officers in other accredited residency programs of the same specialty by placing a notice on Listserve of HSO(s) availability.

C. At the time the Hospital informs Housestaff Officers of a termination, transfer, or reduction of a residency program, the Hospital shall provide a list of resources including contact names, addresses and phone number which may be helpful in HSOs' search for placement.

D. For each Housestaff Officer who is prevented from finishing their training at the Hospital by program closure, the Hospital shall temporarily release the slots and the attached GME funding until each Housestaff Officer has completed their residency training.

E. For House Staff Officers continuing in a program for which accreditation is lost and an appeal is still pending, the Hospital will maintain levels of training, and continue to provide rotations required for certification. The Hospital shall take all reasonably appropriate steps to try to gain full accreditation for the program, to encourage House Staff to remain in the program during that time, and shall balance the service needs of the department with the professional goals of the House Staff Officer involved.

ARTICLE X. WORK SCHEDULES

A. HUMC will adhere to the ACGME guidelines on resident duty hours, unless and until state and /or federal law supersede it. In addition, the following shall remain in effect:

B. There shall be no increase in the number of on-call assignments in existing departmental on- call schedules during the period of this Agreement except as provided in the ACGME guidelines.

C. During the term of this Agreement, nothing in this article shall be interpreted as barring the parties from mutually agreeing to alternate scheduling.

D. When an accrediting board requires an increase in on-call schedules, the Union shall receive a copy of the directive and the increase shall thereafter be implemented.

E. No exception to the contractual limits shall be made except with the prior written consent of CIR.

F. Vacations, sick leave and all other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a Housestaff Officer to "make-up" on-call duty "missed" during contractually approved leave time. E.g., a resident on vacation for the beginning of a month could not be scheduled for ten (10) on-call duties in the balance of the month.

G. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as Housestaff Officers. In such instances, a Housestaff Officer may not refuse to perform the task(s), however, the Housestaff Officer may file an informal grievance with the Director of GME whose decision will be final and binding.

H. No Housestaff Officer shall be assigned to clinic work following overnight in-hospital call or night float.

I. No Housestaff Officer shall be assigned on-call duty during the twenty-four (24) hour period preceding licensure or specialty board exams. If a resident is on-call the night prior to an in-service examination, he/she can choose not to take the in-service examination on that day. The Housestaff Officer shall take the in-service examination at the next available time and shall be scheduled off the night before.

J. A ten (10) hour time period away from hospital duties shall be provided between all daily duty periods and after in-house calls.

K. Housestaff Officers shall receive their schedules at least one (1) week prior to the beginning of each rotation.

L. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin no later than 8 AM. HUMC will identify timing and frequency of this 24 hour period in accordance with ACGME guidelines.

M. House staff officers who work additional weekend on-call duty in excess of the number of weekend calls scheduled by the Hospital shall be granted an alternate day off. When a house staff officer is scheduled to work an additional weekend on-call, it is the housestaff officer's responsibility to take an alternate day off by the following June 30. Scheduling of alternate days off shall be with the approval of the Program Director or designee, as appropriate. If despite reasonable efforts to schedule an alternate day off, approval is not granted, the house staff officer will be paid for the additional weekend on call duty at the rate of one tenth (1/10th) of the house staff officer's regular bi-weekly pay.

Program administrators or scheduling chiefs shall make reasonable efforts not to assign a house staff officer into an extra call in excess of the original call schedule.

Article XI. BENEFIT PROGRAMS

Health and Welfare Benefits

A. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each Housestaff Officer employed within the CIR/SEIU bargaining unit and their eligible dependents to the Voluntary Hospitals Housestaff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each Housestaff Officer and their eligible dependents with hospital, medical, major medical, dental, life (participant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").

B. Effective on the dates noted below, the Employer shall contribute the specified monthly sums to the VHHSBP for each Housestaff Officer for the purpose of providing the covered benefits to the Housestaff Officer and their eligible dependents in the VHHSBP.

Time Period	Monthly Contribution
July 1, 2023, through December 31, 2023	\$1,158.75
January 1, 2024, through December 31, 2024	\$1,217.65
January 1, 2025, through December 31, 2025	\$1,258.64
January 1, 2026, through June 30, 2026	\$1,301.00

Subject to the limitations herein, the Trustees of the VHHSBP shall have the authority to determine whether and to what extent an increase in the monthly contribution rate is necessary to maintain current covered benefits and an appropriate reserve in accordance with the Trust Agreement and applicable laws. Except for the increases to the monthly contribution rates contained in this section, if the trustees increase contributions by more than five percent in any twelve (12) month period, the Employer may elect to either continue monthly contributions at the increased rate or opt out of the **VHHSBP** and enroll Housestaff Officers in the group benefit plan provided to nonunion employees of the Employer. Should the Employer elect to opt out of the **VHHSBP**, the Employer must notify CIR within 30 days of receiving notice of the increased rate and the Employer shall not switch House Staff Officers to its group benefit plan until at least 90 days after providing notice to CIR.

C. The dependents of the participant shall be as defined by the VHHSBP Summary Plan Description.

D. The Employer shall furnish VHHSBP with lists of incoming and terminating residents prior to June 1 of each Plan Year. In addition, the Employer shall also furnish VHHSBP with a full list of all Housestaff Officers employed by the Employer twice a year (on or before August 1 and February 1 of each year). The Plan Year is the period from July 1 through June 30. For residents starting or terminating at times other than the beginning or the end of the Plan Year, lists of newly hired or terminated residents are to be made to **VHHSBP** within 30 days from the date the resident is added to the payroll or terminated. The Plan shall have the right to audit the employment records of the

Employer, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Employer is remitting the appropriate contributions.

E. The Employer shall provide the lists cited above in paragraph D above to CIR in an Excel-compatible spreadsheet, either via email or on a portable storage medium. The Excel spreadsheet template shall be as follows:

Last Name (family name) First
Name
Middle Name (if any)
Social Security #
Current PGY Level Date
of Hire Department
Street Address (multiple lines separated by semicolon";") City
State
Zip Code
Email
Home Phone#
Member/Agency Fee Payer (M for member, A for agency fee payer) Family
status (S for single and F for family)
Date of Birth
The list should include a total of all bargaining unit members.

F. The Employer shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.

G. The Employer shall continue to provide State Disability insurance to its Housestaff Officers.

H. Hepatitis "B" Screening and Vaccine
HUMC will provide one Hepatitis "B" Screening and Vaccine (specific vaccine to be designated by Housestaff Officer) at no cost to Housestaff Officers who request them, providing the appropriate medical consent forms have been signed. The vaccine shall be administered by physicians designated by HUMC or affiliated hospitals.

I. Beepers

No individual Housestaff Officer shall be required to find coverage for his/her duties and beeper coverage in the event of sudden illness, family emergency or any approved day off prior to the posting of the schedule, provided that the department has the right to require, upon request, proof of emergency (or illness) and the appropriate individual (either attending physician, chief resident or Program Director) is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer's duties with appropriate Housestaff.

J. HUMC shall continue to make monthly contributions for the purpose of providing health and welfare benefits for each Housestaff Officer while he/she is on family leave to the extent required by federal and state family leave laws.

ARTICLE XII. MEALS

A. When Housestaff officers are assigned to an HUMC-operated or other facility a meal allotment shall be provided each month to Housestaff who will be on an overnight shift of six hours or more or an extended shift of twelve or more hours. The amount of the meal allotment shall be equal to the number of qualifying shifts that the Housestaff Officer is assigned during that month, multiplied by \$20.

B. In situations where meals cannot be provided pursuant to this Article, the Housestaff Officer shall be paid the cash equivalent for each on-call duty during that month.

ARTICLE XIII. UNIFORMS

HUMC shall provide to all Housestaff Officers uniforms consisting of three (3) coats per year in appropriate sizes, all in reasonably good repair, at no cost to the Housestaff Officers. Additionally, Housestaff Officers shall have access to a minimum of two (2) sets of scrubs from the scrub machine. Each Housestaff Officer shall be responsible for damage beyond ordinary wear, or for loss, except if such loss or damage should occur after turning the uniform in.

ARTICLE XIV. PROFESSIONAL LIABILITY

A. HUMC will maintain a commercial professional liability insurance policy covering HUMC and all Housestaff Officers ("HSOs") with total limits of no less than \$1,000,000 for each incident and \$3,000,000 in the annual aggregate. This policy must include protection for HSOs against awards or claims reported or filed after the completion of their residency program, if the alleged acts or omissions of the resident are within the scope of the program.

B. HUMC shall at all times indemnify, save and hold HSOs harmless against any and all liabilities, loss, damage, costs and expenses, of whatever kind of nature, including counsel and attorney fees, which they may sustain or incur by reason of acts or omissions committed or performed within the scope of their duties for the HUMC and during the course of employment, studies, administrative or committee functions, or responsibilities. Each HSO shall be protected by this coverage regardless of whether the HSO is still employed by HUMC at the time a professional liability claim or lawsuit is made, filed, or served, provided it is arising from acts or omissions within the scope of his/her employment.

C. Each HSO, while on an outside rotation at a different facility, shall be protected from professional liability claims and lawsuits by IDJMC's commercial policy. The level of coverage and indemnification provided to HSO's while on an outside rotation shall be the same as the coverage and indemnification provided while at HUMC.

D. In the event that any legal action is taken against any HSO for an act or omission herein before set forth, either jointly with HUMC or individually, the Employer shall defend such action at its sole expense, and the HSO shall cooperate with HUMC in the defense thereof. HUMC hereby undertakes to defend any suit against any HSO alleging any act or omission, as hereinbefore provided, and seeking compensatory damages, in whole or in part, in connection therewith, even if all or part of such allegations are groundless, false or fraudulent; and the HUMC shall pay, in addition to any such damages which may be claimed against the HSO, any expenses necessarily incurred by the HSO in connection with the HSO's cooperation with HUMC in the defense thereof and all cost and interest taxed against the HSO. HUMC shall further pay all premiums on any appeal bonds required in any legal action against any HSO covered hereunder, and all premiums on bonds to release attachments against the HSO and the HSO's property.

E. HUMC will, at the beginning of every residency year, provide every HSO in their employ with a certificate of coverage.

F. Upon request, HUMC shall provide the HSO with a copy of the Declarations Page of the professional liability insurance policy in effect, together with a copy of this Article and a description of IDJMC's Risk Management procedures.

G. Upon request, IDJMC shall provide CIR/SEIU with a copy of the professional liability insurance coverage applicable to HSOs.

H. This article shall be binding under and shall inure to the benefit of the parties and their respective legal representatives and successors.

ARTICLE XV. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to assure prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle for adjusting and settling grievances. In no event shall matters concerning academic or medical judgment be the subject of a grievance under the provisions of this Article. Matters pertaining to non-reappointment shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article III A - Discrimination, or Article VIII- Individual Contracts.

B. Definition

A grievance is an allegation by a Housestaff Officer or the CIR or the Employer that there has been a breach, misinterpretation, or improper application of the terms of this Agreement.

C. Preliminary Informal Procedure

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between HUMC and the Housestaff Officer so that resort to the formal grievance procedure will not normally be necessary. A Housestaff Officer may

orally present and discuss a grievance with his or her Chief Resident, or with the HUMC's approval, an appropriate designee, who may, if the circumstances warrant, arrange an informal conference between the appropriate administrator and the grievant. The grievant may, at his or her option, request the presence of a CIR representative during attempts at informal resolution of the grievance. If the Housestaff Officer exercises this option, the administrator may determine that such grievance be moved to the first formal step. Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by an HUMC official responsible for the administration of the first formal step of the grievance procedure. Any disposition of a grievance by a Chief Resident will be subject to confirmation by an appropriate administrator.

D. Formal Steps

Step One

If the grievance is not informally resolved, the CIR may file a written request for review with the Program Director or designee within fourteen (14) calendar days after the date on which the act(s), which is the subject of the grievance, occurred, or fourteen (14) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. The Program Director or designee shall review the grievance and where he or she deems it appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within fourteen (14) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Housestaff Officer within fourteen (14) calendar days following the conclusion of the review.

Step Two

If the CIR is not satisfied with the disposition of the grievance at Step One, the CIR may appeal to the Director of Human Resources or his/her designee within fourteen (14) calendar days of receipt of the Step One decision. Hearings must be scheduled within fourteen (14) calendar days, excluding holidays, of receipt of the appeal. The decision shall be rendered in writing to the Housestaff Officer and the CIR representative within fourteen (14) calendar days from the conclusion of the hearing. No complaint informally resolved or grievance resolved at either Step One or Two shall constitute a precedent for any purpose unless agreed to in writing by the Director of Human Resources and CIR acting through its representative.

Step Three

The CIR may, upon written notification to the Director of Human Resources or his/her designee, appeal the Step Two decision to arbitration. The Employer also may appeal a grievance to arbitration. Said notice must be filed with the American Arbitration Association within twenty- one (21) calendar days following receipt of the Step Two decision. It must be signed by a CIR representative or official. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. The parties agree that the decision of the arbitrator shall be final and binding. The arbitrator shall neither add to, subtract from, modify, or alter the terms and provisions of this Agreement or determine any dispute involving the exercise of a management function which is within the authority of HUMC as set forth in Article IV (Management Rights). Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments, nor shall the arbitrator review such

decisions except for the purpose of determining whether the decision has violated this Agreement.

E. Procedural Rules

1. A grievance must be filed at Step One within fourteen (14) calendar days from the date on which the act which is the subject of the grievance occurred or the individual Housestaff Officer should reasonably have known of its occurrence.
2. Where the subject of a grievance suggests it and where the parties mutually agree, such grievance may be initiated at, or moved to, Step Two of this process.
3. Time limits provided for in this Article may be extended by written mutual agreement of the parties at the level involved.
4. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.
5. A group grievance may be initiated by the CIR. Where individual grievances concerning the same matter are filed by several grievants, they may be consolidated for hearing as a group grievance if the Employer and CIR agree to do so.
6. Should a grievance not be satisfactorily resolved, or should the Employer not respond timely as prescribed above either after initial receipt of the grievance or after movement of the grievance to Step Two, the grievant may exercise the option within twenty-one (21) calendar days to proceed to the next step.
7. If, at any Step in the grievance procedure, HUMC's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

ARTICLE XVI. DISCIPLINARY ACTION

- A. Housestaff Officers may be disciplined or discharged for cause, disciplinary actions shall be grievable, and in the event the involved Housestaff Officer files a grievance, the burden of proving just cause shall be upon the Employer.
- B. Except in the case of misconduct warranting removal from clinical duties, suspension or termination, HUMC shall give five (5) working days advance notice, in writing, of any intended disciplinary action to the affected Housestaff Officer and the CIR. The notice shall state the nature and extent of discipline and the specific allegations against the Housestaff Officer.
- C. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full back pay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his or her residency, the Housestaff Officer shall remain on the University payroll until such time as the residency has been completed.
- D. Appeals of disciplinary actions shall be presented at Step Two of the Grievance Procedure, Article

XV. Such appeals shall be made within fourteen (14) calendar days of receipt of the charges and disciplinary penalty. A hearing must be held within fourteen (14) calendar days, excluding holidays, or receipt of the appeal.

E. The Step Two decision by the Director of Human Resources or his/her designee may be appealed to arbitration by filing with the American Arbitration Association. Such an appeal must be filed within twenty-one (21) calendar days of receipt of the written Step Two decision.

F. Arbitration decisions in disciplinary actions shall be made in accordance with Article XV, Step Three. The remedy in disciplinary actions will be limited to back pay and/or reinstatement to the Housestaff Officer's position. Housestaff Officers may not seek post-residency damages under this Agreement. However, this shall not preempt or preclude a Housestaff Officer from seeking appropriate relief for any post-residency damages in any judicial forum or administrative agency.

ARTICLE XVII. UNION RIGHTS

A. Representation Lists

After July 1, but not later than September 1 of each year, HUMC shall make available to the Union a list of Housestaff Officers' names, addresses, PGY levels and specialties.

B. Membership Packets/Orientation

The Hospital shall ensure that CIR is allotted one (1) hour at all departmental orientation sessions in order to disseminate information concerning CIR and its benefit to new House Staff. Each year, the HUMC shall provide to CIR a list by department of all new interns, residents, and fellows at least two (2) weeks prior to orientation.

CIR shall have the right to provide Housestaff who miss the presentation at orientation with information about the union.

C. Bulletin Boards

1. HUMC shall provide bulletin boards in convenient places in the resident on-call room area and second floor conference room on HUMC property to be used exclusively by the Union.
2. The Union shall limit its postings to notices, bulletins, reports, and announcements relating to union elections, union meetings, union processes, social and recreational events, achievements, and similar materials, which shall not contain any profane or obscene matter or be defamatory to any individual, or the Employer. The Union shall not post materials relating to federal, state or local elections or political issues unless approved by the Employer. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.
3. Any material which HUMC alleges to be in violation of the conditions above shall be promptly removed. Any disputes as to the appropriateness of any posting may be initiated as a grievance at Step Two or submitted to the Director of Human Resources for determination.

D. Distribution of Literature

1. Space will be provided in central locations at HUMC where Union literature, which is consistent with the provision et C. above or which is otherwise approved by the HUMC, may be placed so that employees may pick up copies.
2. The Union shall have the right to distribute literature, which is consistent with above or which is otherwise approved by the Employer, through the Hospital's mailboxes.

E. Transmittal of Materials

The Employer will cooperate in allowing CIR reasonable use of internal messenger services between the various locations where Housestaff Officers are assigned, provided that such use does not disrupt the Employer's operations. The Employer will advise the CIR of the procedures to be followed in seeking the use of messenger services. Nothing herein shall be construed as requiring that the Employer undertake distribution of materials on behalf of CIR to members of the bargaining unit.

F. Access to Premises

1. CIR representatives shall be admitted to all facilities to meet with Housestaff Officers on Union business, upon advance notice to and approval by the Employer, which approval shall not be unreasonably denied, and provided that there is no interference with or disruption of the Employer's operations.
2. Requests for such visitation rights shall be directed reasonably in advance to the Office of Labor Relations and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.
3. HUMC will designate appropriate places for visitations, provided space is available, and further, provided the visitations do not interfere with or disrupt the normal operations of the HUMC, or violate any security restrictions.

ARTICLE XVIII. OUTSIDE EMPLOYMENT

A. Moonlighting by HSOs shall be permitted with the permission of the Program Director or Chair. Permission to moonlight shall not be unreasonably denied, provided that it does not impinge upon or interfere with the Housestaff Officer's performance of his/her required duties or with his/her educational obligations.

B. If a Housestaff Officer's request for moonlighting is not approved, the GME office or Department shall notify the Housestaff Officer in writing with an explanation of rejection, within ten (10) days of receiving the request. A Housestaff Officer shall have the opportunity to appeal or request clarification in writing within seven (7) days of notification of rejection. Within fourteen (14) days of receiving the Housestaff Officer's appeal or request for clarification, the Program Director and/or Director of GME shall meet with the Housestaff Officer to discuss the rejection.

C. The residency program shall promulgate reasonable policies regarding the hours that Housestaff Officers may "moonlight" at jobs that are not part of the residency program. Included in these policies shall be reasonable requirements of Housestaff Officers who work any moonlighting shifts, including eligibility to moonlight.

D. To the extent possible, the Employer shall meet with the Union to discuss any changes to moonlighting policies and/or opportunities at least ninety (90) days prior to implementation. The Employer shall give Housestaff Officers written notification of any change to the Moonlighting Policy and the effective date of the change at least seven (7) days prior to implementation.

ARTICLE XIX. ACCESS TO PERSONNEL FILES

A. An employee who makes a written request to the Department Chairperson to examine his/her central personnel file shall be granted the opportunity to do so within a reasonable period which shall be five (5) days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. HUMC shall honor the employee's request for a copy of documents in the file.

B. HUMC shall have the right to have such review and examination take place in the presence of a designated representative of the Employer or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee within two weeks.

ARTICLE XX. ON-CALL ROOMS AND LOCKERS

A. HUMC shall provide and maintain adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained in accordance with reasonable health and sanitation standards. HUMC will make a reasonable effort not to require Housestaff Officers of different sexes to use the same on-call room, at the same time. Where on-call rooms are equipped with locks, the assigned Housestaff Officer will be given a key for the time of the room assignment. When on-call rooms are being repaired or facility construction renders them uninhabitable, the hospital shall provide reasonable notice to the Union and comparable alternate rooms.

B. In HUMC owned and operated facilities, HUMC shall provide each Housestaff Officer with access to a secured locker for their personal belongings.

ARTICLE XXI. PARKING

For Family Medicine Housestaff Officers, HUMC agrees to provide free monthly parking access in the main parking garage connected to the Hospital.

ARTICLE XXII. SAFETY

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the Employer's general obligations for the safety and health of such employees as set forth in other provisions of this Article.

Employees shall not be required to work under abnormally dangerous working conditions. Employees exposed to abnormally dangerous working conditions will promptly be reassigned on an interim basis to other comparable work which the employee is qualified to perform.

The provisions of this Article shall be grievable under Article XV.

ARTICLE XXIII. CONFERENCE REIMBURSEMENT

All Housestaff Officers who are presenting at a conference which is approved for GME credits shall be entitled to a \$1000 per academic year reimbursement for reasonable expenses related to a presentation at the conference. It is understood that reasonable related expenses must be consistent with GME's travel reimbursement policy and shall include but not be limited to travel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the Program Director.

"Presenting" is defined as the presentation of a paper to an audience as specified in the program or as a first author of a poster. The presenter will be reimbursed for only one presentation per poster. The "reimbursement term" would be the day before, the day of and the day after the conference. Exceptions may be made with the approval of the Program Director or the Director of GME.

All requests for presentation reimbursement must be submitted at least 1 month prior to the presentation. Requests shall not be unreasonably denied. The Director of GME shall make the final and binding decision.

The above shall not affect an existing practice in which a program reimburses for fees and expenses in addition to what is described. All policies are contingent upon adherence to ACGME rules for duty hours as it relates to residents who remain on-site.

ARTICLE XXIV. LICENSURE

A. If it is a requirement of the Program, the Program will pay NJ State Licensing fees and renewal costs for New Jersey licensure of any Housestaff Officer employed at the HUMC. This does not cover USMLE Step III or COMLEX.

B. HUMC provided BCLS, ACLS, ATLS, PALS, NALS courses and re-certification courses will be provided at no cost to Housestaff Officers required to take them as part of their training.

C. The Program will pay costs associated with required background checks, such as fees for fingerprinting, with a one-time cap of \$75 per Housestaff Officer on the HUMC payroll.

ARTICLE XXV. NATIONAL CERTIFICATION BOARDS

A. During the term of this Agreement, HUMC will pay for Housestaff Officers to take a National Certification Board Exam upon passing such Exam. This provision only applies to the Housestaff Officer's first time taking the National Certification Board Exam. Payment for any subsequent attempt at passing the exam would be the responsibility of the Housestaff Officer.

B. During the term of this Agreement, HUMC will pay fellows to take a Specialty Certification Board Exam upon passing such Exam. This provision only applies to the fellow's first time taking the Specialty Certification Board Exam. Payment for any subsequent attempt at passing the exam would be the responsibility of the Housestaff Officer.

C. Housestaff Officers will be required to share the results of these examinations. These results will have no effect on the employment standing of Housestaff Officers.

D. On June 30, 2023, this Article will lapse and cease to have any force or effect unless the parties agree otherwise.

ARTICLE XXVI. MISCELLANEOUS

Business Cards:

The Employer shall provide business cards to all Housestaff Officers who work in outpatient settings who request them or whose Department requires them. The cards will be supplied one time during each Housestaff Officer's residency program.

Library and Computers: All medical libraries, on-call suites, and house staff lounges in HUMC owned facilities shall be equipped with computers with access to the internet, access to on-line library resources, and working printers. In on-call suites, there shall be at least one computer station for every four on-call rooms. HUMC will exercise its best efforts to ensure that non-HUMC owned facilities meet this standard.

ARTICLE XXVII. SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations or has the effect of making HUMC ineligible for Federal funds, then such provision or application shall be deemed invalid and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, at the request of the Employer or Union, the parties shall bargain in good faith over the matter at hand either to agreement or impasse without the right to strike, picket or lock out in support of their positions.

ARTICLE XXVIII. COMPLETE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as expressly provided otherwise in this agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the CIR and negotiated upon the request of the CIR as may be required pursuant to federal and state laws.

ARTICLE XXIX. PRINTING OF AGREEMENT

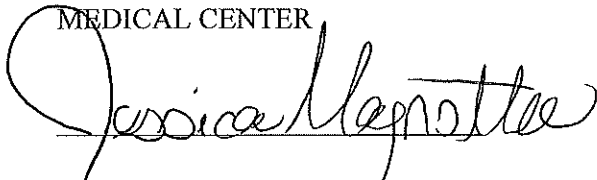
HUMC and the CIR agree to jointly print copies of the instant agreement within sixty (60) days of the execution. All costs will be shared. There will be sufficient copies for the CIR to distribute to each HSO and, in addition, one hundred (100) copies to be divided equally for use by each party.

Article XXX. TERM OF AGREEMENT AND RENEWAL

This agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026, and shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail no later than ninety days before the expiration of this Agreement or the expiration of any subsequent year for which this Agreement was automatically renewed. Official notice to the HUMC shall be made by addressing HUMC's System Director, Human Resources or designee. Official notice to the CIR shall be made by addressing the President of the CIR.

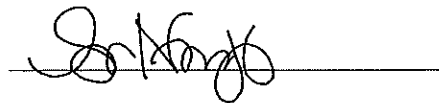
IN WITNESS WHEREOF, Hoboken University Medical Center and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of the dates indicated below.

HOBOKEN UNIVERSITY
MEDICAL CENTER



Date: 3/06/2024

COMMITTEE OF INTERNS
AND RESIDENTS



Date: 3/6/2024



Committee of Interns and Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

Office: (212) 3-581600 Fax: (212) 356-8111

www.cirseiu.org